

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY  
CIVIL ACTION NO. 10-6196 (FLW)

1

----- :  
CARYN LIEBERSON, etc., :  
 : TRANSCRIPT OF  
Plaintiffs, :  
 : MOTION  
v. :  
 : JUNE 28, 2012  
JOHNSON & JOHNSON CONSUMER :  
COMPANIES, INC., :  
 :  
Defendant. :  
-----

CLARKSON S. FISHER UNITED STATES COURTHOUSE  
402 EAST STATE STREET, TRENTON, NJ 08608

B E F O R E : THE HONORABLE FRED A L. WOLFSON, USDJ

A P P E A R A N C E S :

SHEPHERD, FINKELMAN, MILLER & SHAH, ESQUIRES  
BY: JAMES C. SHAH, ESQUIRE  
NATALIE FINKELMAN BENNETT, ESQUIRE  
On behalf of the Plaintiffs

McCARTER & ENGLISH, ESQUIRES  
BY: DAVID R. KOTT, ESQUIRE  
SARA F. MERIN, ESQUIRE  
On behalf of the Defendants

\* \* \* \* \*

VINCENT RUSSONIELLO, C.C.R.  
OFFICIAL U.S.COURT REPORTER  
138 PAXSON AVENUE, TRENTON, NEW JERSEY  
(609)588-9516

C E R T I F I C A T I O N

PURSUANT TO SECTION 753, TITLE 28, USC, THE  
FOLLOWING TRANSCRIPT IS CERTIFIED TO BE AN ACCURATE  
TRANSCRIPTION OF MY STENOGRAPHIC NOTES IN THE  
ABOVE-ENTITLED MATTER.

S/Vincent Russoniello  
VINCENT RUSSONIELLO, CCR  
OFFICIAL U.S. COURT REPORTER

## I N D E X

3

<u>Proceedings</u>	<u>Page</u>
Discussion re	
"New and improved" moniker	6
By Mr. Shah	7
Ruling by the Court	9
"Ascertainable loss"	10
By Mr. Kott	11
Ruling by the Court	13, 14
Advertising	14
By Mr. Shah	14, 16
Ruling by the Court	17, 18

1 (In open court.)

4

2 THE CLERK: All rise.

3 THE COURT: Thank you.

4 I'll have the appearances. Everyone else may  
5 be seated.

6 MR. SHAH: Good morning, your Honor.

7 James Shah, Shepherd, Finkelman, Miller &  
8 Shah, on behalf of the plaintiff, Ms. Lieberman.

9 MS. FINKELMAN: Natalie Finkelman, Shepherd,  
10 Finkelman, Miller & Shah, on behalf of the plaintiff.

11 MR. KOTT: David Kott, K-O-T-T, McCarter &  
12 English, LLP, for the defendant.

13 MS. MERIN: Sarah Merin, McCarter & English,  
14 for the defendant.

15 THE COURT: Thank you. Have a seat.

16 Who is going to be arguing for each side?

17 MR. KOTT: I will for the moving party.

18 MR. SHAH: I will for the plaintiff.

19 THE COURT: All right.

20 The next time around on this pleading.

21 I have some questions for you.

22 First of all, at this point, now, while your  
23 complaint references all four products, Mr. Shah,  
24 you've made clear that you are only pursuing on behalf  
25 of Ms. Lieberman two of the products.

1 MR. SHAH: That's correct, your Honor.

2 THE COURT: I think it had been misnamed at  
3 one point, a typographical error, but what we've  
4 really got is the Bedtime Bath product and the lotion.  
5 Is that right.

6 MR. SHAH: That's correct, your Honor.

7 THE COURT: And those are the two.

8 Out of curiosity, Mr. Shah, because I know  
9 that this is a putative action, you are not going to  
10 be pursuing any of those other products for the class.

11 MR. SHAH: At this time, we are not, your  
12 Honor.

13 THE COURT: Okay.

14 I'm going to have some discussion with you  
15 people at some point, too, and I'll do it after our  
16 argument, as to whether you are really going to have  
17 an appropriate class representative in this case.  
18 I'll address that later on. That's not the motion  
19 before me today.

20 But you are still pursuing the label based on  
21 purchases that Ms. Lieberman made in the 2008 and 2010  
22 time period, and you are pursuing this advertising in  
23 the form of internet advertising, print, as well  
24 as TV.

25 MR. SHAH: As well as the television ads.

1 That's correct, your Honor.

2 THE COURT: We are still in the position where  
3 Ms. Lieberman says, with regard to the advertising,  
4 she points to printouts from advertising essentially  
5 today, a YouTube with regard to something from  
6 England, apparently, or Great Britain, and then says:  
7 This is similar to what I saw.

8 MR. SHAH: I think from plaintiff's  
9 perspective, your Honor, both with respect to the  
10 January 2008 purchase and the January 2010 purchase  
11 based on the "new and improved" moniker --

12 THE COURT: By the way, let me stop you right  
13 there. I'm going to change gears.

14 The "new and improved" moniker, as you call  
15 it, on the 2010, they say -- now, of course, I can  
16 only take the pleadings, but I can consider the labels  
17 which are integral to your pleadings.

18 First of all, they have said in their  
19 opposition papers that those words, "new and  
20 improved," were on the 2008 label as well. You did  
21 not in your opposition papers dispute that in any way.  
22 In fact, if you look at the label, it has a 2007  
23 copyright which means it's the same wording in 2010.

24 Where does the "new and improved" in 2010  
25 somehow change things?

1           MR. SHAH: Well, it is certainly something  
2           that she focused on in connection with the 2010  
3           purchase that led her to believe that --

4           THE COURT: But it wasn't different in the  
5           2008. You are not disputing that. I have the labels.

6           MR. SHAH: We are not disputing that.

7           THE COURT: Let me just stop you with 2010.

8           How can you ever get, assuming you meet the  
9           other elements -- because I've already ruled,  
10          basically, at least as a pleading matter, whether the  
11          labels could be -- or an unlawful act, and assuming  
12          you get through ascertainable loss, how do you get to  
13          the causation prong when she's pointing out, as you  
14          are still trying to emphasize to me today, this "new  
15          and improved" language that was the same in 2008 and  
16          nothing changed?

17          MR. SHAH: I think we get to the causation  
18          prong very readily, your Honor, and that is,  
19          fundamentally, the purchase was made on the  
20          representation that the products, the two products --  
21          the lotion and the bath product -- that they were  
22          clinically proven to help babies sleep better. But  
23          for that representation and that understanding, based  
24          on the label and the other advertisements that  
25          Ms. Lieberman saw, we allege very specifically she

1 would not have purchased --

2 THE COURT: I'm focusing on 2010.

3 Just follow me, Mr. Shah.

4 2010. I'm dividing up the allegations at the  
5 moment. Putting aside 2008.

6 Come 2010, she says: I now have a second  
7 child, and I look at the labels, and I look at the  
8 advertising and the "new and improved," and I say:  
9 Let's give it another shot. After, in 2008, she  
10 claims she used it, and it didn't work, and she'd  
11 already made a determination that these products  
12 didn't work.

13 Your focus seems to have been on those words  
14 "new and improved," which you seem to suggest why she  
15 should now be thinking: Oh, well, maybe there is  
16 something different going on, and I'm going to rely on  
17 these labels and advertising again. Whereas, what's  
18 been pointed out is the underlying assumption of those  
19 words "new and improved," that those were new words  
20 from 2008, is incorrect.

21 MR. SHAH: Ms. Lieberman's claim under the CFA  
22 isn't predicated on the "new and improved" term -- or  
23 the wording "new and improved." It's predicated on  
24 the representation on the label -- on the advertising  
25 that its claim is proven to help babies sleep better.



1 The "new and improved" tells the narrative and is part  
2 of the story, but it's not the predicate for the  
3 unlawful conduct.

4 THE COURT: I'm on the causation prong, and  
5 what I'm suggesting to you is, she's already made a  
6 determination the product doesn't work. So for you to  
7 argue that there was then the allegedly unlawful acts  
8 that appear on the label and/or the advertising that  
9 caused her to buy in 2010 fails of its own weight, it  
10 falls.

11 MR. SHAH: Well, I respectfully disagree  
12 because I still think that she purchased the product  
13 with the understanding that it would have efficacy as  
14 it related to helping her infant sleep better, and  
15 that was the fundamental -- and with respect to the  
16 causation prong, it's a matter seeing the  
17 representations, being exposed to the representations,  
18 making a purchasing decision based on the  
19 representations; the corollary being the additional  
20 allegation that but for the representation, she  
21 wouldn't have purchased the product.

22 THE COURT: It doesn't make sense. She had  
23 already purchased it in 2008 and made a determination  
24 it didn't work and nothing changed, and you have not  
25 pointed out anything that changed.

1           You have not adequately pled causation with  
2       regard to the 2010 buy. So put that aside.

3           Now, let's focus on 2008. 2008 I had already  
4       ruled on the first opinion, and, though, Mr. Kott, you  
5       seem to want me to revisit it, I'm not revisiting  
6       whether that language could set forth a claim that  
7       this was an unlawful conduct.

8           The question next, though, that we had was  
9       ascertainable loss. I'm only focusing on the label  
10      for now. We'll get to the advertising in a moment.

11          On the ascertainable loss, the manner in which  
12      it's now been pled is that Ms. Lieberman suggests that  
13      she paid a premium price for this product, these  
14      Bedtime Bath Products, as opposed to comparing them to  
15      the regular Johnson & Johnson baby lotions and bath  
16      products.

17          Have a seat for a second, Mr. Shah.

18          MR. SHAH: Thank you.

19          THE COURT: Mr. Kott, you focus on the fact  
20      that, one, in doing her comparison -- which is also a  
21      comparison of today prices, rather than 2008 prices,  
22      but she said that she paid that same price in 2008.  
23      That's what she says. Whether you believe it or not  
24      is not really -- that we can't go behind at the  
25      moment.

1           One of your other arguments is in the chart  
2     that she has provided in comparison, she doesn't use  
3     ShopRite, which is where she said she bought the  
4     product in 2008. I find the chart useless in that  
5     sense because it really doesn't tell me where she  
6     bought it, what the pricing was then, but she does say  
7     in her complaint, at the very least, that she did pay  
8     a premium price, and that she knows that the prices at  
9     the time were more for this product than for the  
10    regular products.

11           I don't think she has to give us the actual  
12    cents that it were. I think the manner in which Mr.  
13    Shah has gone about it is a problem, but she's clearly  
14    said she paid a premium price back then.

15           Isn't that sufficient then for ascertainable  
16    loss?

17           MR. KOTT: No, your Honor, because what she  
18    has done is she has pled in conclusory terms what a  
19    comparable product is.

20           Hear me out on this a little longer, your  
21    Honor.

22           How do we know what a comparable product is?  
23    Looking at actually what she pled in the first amended  
24    complaint, the one that is the subject, -- and I'm now  
25    referring to paragraph 44 -- she doesn't define what a

1 comparable product is. If we come over to the labels,  
2 which are Exhibit A, Exhibits 1 and 2, the labels  
3 indicate that our product has "natural calm essences"  
4 which are both trademark and patent pending, not the  
5 subject of the fraud claims. So our product is  
6 advertised and has special ingredients -- aside from  
7 the sleep part, aside from what the basis of the  
8 complaint is.

9 So I would suggest, in response to the Court's  
10 question, she hasn't adequately pled it because she  
11 has a conclusion, comparable products, without telling  
12 us, the Court, or Johnson & Johnson, what the  
13 comparable products are.

14 Do they have this special patent pending  
15 trademark feature that's prominent? When you look at  
16 the label, it's right on the front. That's a  
17 prominent part. As I understand it, your Honor,  
18 that's something that deals in part with smell and  
19 what the product smells like and some other features.  
20 So we don't know what she means when she says  
21 "comparable."

22 I drive a Toyota Camry. Toyota Motor Company  
23 makes a Lexus. I don't think anybody would say my  
24 Camry is comparable to the Lexus. So, for that  
25 reason -- and, also, I think saying I paid similar

1 prices --

2 THE COURT: Isn't that the summary judgment  
3 argument though?

4 MR. KOTT: No.

5 THE COURT: I disagree with you, Mr. Kott.

6 First of all, I don't know what "natural calm"  
7 means. That means nothing to me without some further  
8 explanation. The position that the plaintiff takes,  
9 that, basically, a J&J body lotion or bath product,  
10 another baby product that does those things is a  
11 comparable product. Ultimately, I would need a lot  
12 more information to make sure that it is not a  
13 comparable product or it is.

14 On its face, it's a little bit different, I  
15 think, when you are talking about cars, or we're  
16 talking about high-end beauty supplies, moisturizers  
17 for women, et cetera. We're talking about baby  
18 lotions and baby washes.

19 You may be right in the end. But I think that  
20 would be subject to some discovery as to what these  
21 additional products are, and do they make that or not  
22 make that a comparable product.

23 On its face, at this moment, I think it is  
24 adequate to plead that the basic J&J body lotion or  
25 baby wash could be comparable and that the premium

1 price was charged.

2 Your chart is of no help to me. But the fact  
3 that she said she paid a premium price in 2008, I'll  
4 take that, so that you may have an ascertainable loss.

5 And then with that, I do find that with regard  
6 to the 2008 labeling at least, the causation has been  
7 shown as well.

8 Let me turn to your advertising. Print  
9 advertising, you have given me nothing with regard to  
10 the magazines. You have not adequately pled as to any  
11 of the magazines.

12 MR. SHAH: If I may be heard briefly, your  
13 Honor?

14 THE COURT: Yes.

15 MR. SHAH: Your Honor, with respect to  
16 specificity, -- and your Honor has written numerous  
17 decisions and has reiterated the standard many more  
18 times than I have; but from our perspective, with  
19 respect to consumer advertising, this pleading sets  
20 forth the precise magazines -- Parents, Parenting, and  
21 Baby Talk Magazine -- that she read during the time in  
22 or about January of 2008 dealing with that  
23 transaction.

24 It specifies that the representations that she  
25 saw in connection with that advertising were the

1 representations stating that the products at issue are  
2 clinically proven to help babies sleep better.

3 THE COURT: What you are suggesting, Mr.  
4 Shah -- this is the problem with your pleading still  
5 as it stands with regard to the advertising. What  
6 you've done is gone about, you, or having your client  
7 find current ads -- by the way, you haven't even  
8 produced anything from magazines today; you've done  
9 that with regard to the internet -- gone on and found  
10 some things on the internet today or a year ago. You  
11 found this YouTube on British TV, something that aired  
12 not even here, and now have her basically adopt that  
13 to say: I saw similar ads in 2008.

14 With regard to the print, the magazines, one,  
15 here she doesn't even bother to attach, and you don't  
16 have to attach the actual ad. I'm not suggesting  
17 that. But she hasn't even suggested what the exact  
18 language was.

19 And the problem again is, your client -- and  
20 the cases have held this, and I know the Dewey case  
21 has mentioned it and others, that the information as  
22 to what you actually saw, heard, or read is within the  
23 plaintiff's control or knowledge. The notion of "I  
24 need discovery from a defendant" doesn't apply to what  
25 you saw back then.

1           She has not attempted to describe in the  
2           complaint her recollection of what actually was  
3           written, what were the words that she saw. Instead,  
4           what she does is she attaches things, except for the  
5           print, and says: "...and it was similar."

6           I don't understand her problem with saying: I  
7           saw -- if that's what she did and can recall: I've  
8           never seen a TV commercial that used the words  
9           "clinically proven" to help my baby sleep better, and  
10          I went out and I got this product. Why can't she say  
11          those things? Why does she have to take some  
12          television ad that she's finding on YouTube to suggest  
13          that?

14          MR. SHAH: Well, I think that setting aside  
15          what was attached as representative, I think that the  
16          pleading doesn't suggest that she's simply relying on  
17          something else.

18          In paragraph 46, she says: In reliance on the  
19          claim that the Bedtime Bath Products were clinically  
20          proven to help her four-month old sleep better; she  
21          then viewed the labels and purchased it in January  
22          2008.

23          So the very specific allegations that the  
24          advertising that she saw in those magazines and the  
25          commercials pertained to the representation -- again,



1 that's at the heart of the case, and that is that the  
2 products are clinically proven to help babies sleep  
3 better.

4 THE COURT: She's got to say -- she's got to  
5 say, I saw a TV ad that said that this product was  
6 clinically proven to help my baby sleep better, and  
7 whatever else it may have said, including the  
8 three-step routine, or maybe it didn't say that.  
9 That's what she has to tell us.

10 What was the statement? Did she hear a  
11 statement that said "clinically proven along with this  
12 three-step routine"? Did she hear only a statement  
13 that said "clinically proven just using these  
14 products"? That's the point of knowing what was the  
15 statement that she replied on; you still failed to do  
16 that.

17 I'm not saying you have to attach, which is  
18 why it's not a problem that you'd say: Well, I have  
19 to go back and find an archive, perhaps document of  
20 this. No, you don't have to attach it. But she has  
21 to say it's from her own knowledge and recollection  
22 what she saw and when she saw it, and it doesn't have  
23 to be chapter and verse, but it has to be sufficient  
24 as to what was critical that she saw that she relied  
25 on in deciding to make a purchase. You haven't done

1 it here. So the label stays in. For the time being,  
2 the ads are out.

3 I know Mr. Kott would like me to prevent you  
4 from pleading again, but, frankly, since I still have  
5 the label in, if you can do it, you can do it. You'll  
6 make a motion, though, this time. I'm not doing as a  
7 matter of right. You can make a motion to amend to  
8 add any ads that you want if you can plead them in a  
9 better fashion as to the 2008 purchase, not as to  
10 2010. That claim is dismissed.

11 Mr. Kott, I do not agree with your motion that  
12 as a matter of law the Court can rule that it was not  
13 deceptive -- that it was not unlawful, so the claim  
14 stays in and goes forward.

15 I would like to speak to counsel a few minutes  
16 about the case, and I'll speak to you in chambers  
17 about it.

18 We'll do an order.

19 THE CLERK: All rise.

20 (Proceedings concluded.)

21 ///

22

23

24

25

C E R T I F I C A T E

I, **Vincent Russoniello**, Official United States Court Reporter and Certified Court Reporter of the State of New Jersey, do hereby certify that the foregoing is a true and accurate transcript of the proceedings as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I do further certify that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel and that I am not financially interested in this action.

S/Vincent Russoniello  
Vincent Russoniello, CCR  
Certificate No. 675  
Date: June 29, 2012

<b>0</b>	<b>ABOVE-ENTITLED</b> [1] - 2:12	14:4	<b>calm</b> [2] - 12:3, 13:6
<b>08608</b> [1] - 1:11	<b>accurate</b> [1] - 19:9	<b>aside</b> [5] - 8:5, 10:2, 12:6, 12:7, 16:14	<b>Camry</b> [2] - 12:22, 12:24
<b>1</b>	<b>ACCURATE</b> [1] - 2:10	<b>assuming</b> [2] - 7:8, 7:11	<b>cars</b> [1] - 13:15
<b>1</b> [1] - 12:2	<b>act</b> [1] - 7:11	<b>assumption</b> [1] - 8:18	<b>CARYN</b> [1] - 1:4
<b>10</b> [1] - 3:9	<b>ACTION</b> [1] - 1:2	<b>attach</b> [4] - 15:15, 15:16, 17:17, 17:20	<b>case</b> [4] - 5:17, 15:20, 17:1, 18:16
<b>10-6196</b> [1] - 1:2	<b>action</b> [3] - 5:9, 19:15, 19:17	<b>attached</b> [1] - 16:15	<b>cases</b> [1] - 15:20
<b>11</b> [1] - 3:10	<b>acts</b> [1] - 9:7	<b>attaches</b> [1] - 16:4	<b>causation</b> [6] - 7:13, 7:17, 9:4, 9:16, 10:1, 14:6
<b>13</b> [1] - 3:11	<b>actual</b> [2] - 11:11, 15:16	<b>attempted</b> [1] - 16:1	<b>caused</b> [1] - 9:9
<b>138</b> [1] - 1:25	<b>ad</b> [3] - 15:16, 16:12, 17:5	<b>attorney</b> [2] - 19:14, 19:16	<b>CCR</b> [2] - 2:16, 19:21
<b>14</b> [3] - 3:11, 3:12, 3:13	<b>add</b> [1] - 18:8	<b>AVENUE</b> [1] - 1:25	<b>cents</b> [1] - 11:12
<b>16</b> [1] - 3:13	<b>additional</b> [2] - 9:19, 13:21	<b>B</b>	<b>certainly</b> [1] - 7:1
<b>17</b> [1] - 3:14	<b>address</b> [1] - 5:18	<b>babies</b> [4] - 7:22, 8:25, 15:2, 17:2	<b>Certificate</b> [1] - 19:22
<b>18</b> [1] - 3:14	<b>adequate</b> [1] - 13:24	<b>baby</b> [7] - 10:15, 13:10, 13:17, 13:18, 13:25, 16:9, 17:6	<b>CERTIFIED</b> [1] - 2:10
<b>2</b>	<b>adequately</b> [3] - 10:1, 12:10, 14:10	<b>Baby</b> [1] - 14:21	<b>Certified</b> [1] - 19:7
<b>2</b> [1] - 12:2	<b>adopt</b> [1] - 15:12	<b>based</b> [4] - 5:20, 6:11, 7:23, 9:18	<b>certify</b> [2] - 19:8, 19:13
<b>2007</b> [1] - 6:22	<b>ads</b> [5] - 5:25, 15:7, 15:13, 18:2, 18:8	<b>basic</b> [1] - 13:24	<b>cetera</b> [1] - 13:17
<b>2008</b> [20] - 5:21, 6:10, 6:20, 7:5, 7:15, 8:5, 8:9, 8:20, 9:23, 10:3, 10:21, 10:22, 11:4, 14:3, 14:6, 14:22, 15:13, 16:22, 18:9	<b>advertised</b> [1] - 12:6	<b>basis</b> [1] - 12:7	<b>CFA</b> [1] - 8:21
<b>2010</b> [13] - 5:21, 6:10, 6:15, 6:23, 6:24, 7:2, 7:7, 8:2, 8:4, 8:6, 9:9, 10:2, 18:10	<b>advertisements</b> [1] - 7:24	<b>bath</b> [3] - 7:21, 10:15, 13:9	<b>chambers</b> [1] - 18:16
<b>2012</b> [1] - 1:6	<b>Advertising</b> [1] - 3:12	<b>Bath</b> [3] - 5:4, 10:14, 16:19	<b>change</b> [2] - 6:13, 6:25
<b>28</b> [2] - 1:6, 2:9	<b>advertising</b> [15] - 5:22, 5:23, 6:3, 6:4, 8:8, 8:17, 8:24, 9:8, 10:10, 14:8, 14:9, 14:19, 14:25, 15:5, 16:24	<b>BE</b> [1] - 2:10	<b>changed</b> [3] - 7:16, 9:24, 9:25
<b>4</b>	<b>ago</b> [1] - 15:10	<b>beauty</b> [1] - 13:16	<b>chapter</b> [1] - 17:23
<b>402</b> [1] - 1:11	<b>agree</b> [1] - 18:11	<b>Bedtime</b> [3] - 5:4, 10:14, 16:19	<b>charged</b> [1] - 14:1
<b>44</b> [1] - 11:25	<b>aired</b> [1] - 15:11	<b>behalf</b> [5] - 1:17, 1:20, 4:8, 4:10, 4:24	<b>chart</b> [3] - 11:1, 11:4, 14:2
<b>46</b> [1] - 16:18	<b>allegation</b> [1] - 9:20	<b>behind</b> [1] - 10:24	<b>child</b> [1] - 8:7
<b>6</b>	<b>allegations</b> [2] - 8:4, 16:23	<b>BENNETT</b> [1] - 1:17	<b>CIVIL</b> [1] - 1:2
<b>6</b> [1] - 3:6	<b>allege</b> [1] - 7:25	<b>better</b> [9] - 7:22, 8:25, 9:14, 15:2, 16:9, 16:20, 17:3, 17:6, 18:9	<b>claim</b> [6] - 8:21, 8:25, 10:6, 16:19, 18:10, 18:13
<b>609)588-9516</b> [1] - 1:25	<b>allegedly</b> [1] - 9:7	<b>bit</b> [1] - 13:14	<b>claims</b> [2] - 8:10, 12:5
<b>675</b> [1] - 19:22	<b>amend</b> [1] - 18:7	<b>body</b> [2] - 13:9, 13:24	<b>CLARKSON</b> [1] - 1:11
<b>7</b>	<b>amended</b> [1] - 11:23	<b>bother</b> [1] - 15:15	<b>class</b> [2] - 5:10, 5:17
<b>7</b> [1] - 3:7	<b>AN</b> [1] - 2:10	<b>bought</b> [2] - 11:3, 11:6	<b>clear</b> [1] - 4:24
<b>753</b> [1] - 2:9	<b>appear</b> [1] - 9:8	<b>briefly</b> [1] - 14:12	<b>clearly</b> [1] - 11:13
<b>9</b>	<b>appearances</b> [1] - 4:4	<b>Britain</b> [1] - 6:6	<b>CLERK</b> [2] - 4:2, 18:19
<b>9</b> [1] - 3:8	<b>apply</b> [1] - 15:24	<b>British</b> [1] - 15:11	<b>client</b> [2] - 15:6, 15:19
<b>A</b>	<b>appropriate</b> [1] - 5:17	<b>buy</b> [2] - 9:9, 10:2	<b>clinically</b> [8] - 7:22, 15:2, 16:9, 16:19, 17:2, 17:6, 17:11, 17:13
<b>ABOVE</b> [1] - 2:12	<b>archive</b> [1] - 17:19	<b>BY</b> [2] - 1:16, 1:19	<b>commercial</b> [1] - 16:8
	<b>argue</b> [1] - 9:7	<b>C</b>	<b>commercials</b> [1] - 16:25
	<b>arguing</b> [1] - 4:16	<b>C.C.R</b> [1] - 1:24	<b>COMPANIES</b> [1] - 1:7
	<b>argument</b> [2] - 5:16, 13:3		<b>Company</b> [1] - 12:22
	<b>arguments</b> [1] - 11:1		<b>comparable</b> [11] - 11:19, 11:22, 12:1, 12:11, 12:13, 12:21, 12:24, 13:11, 13:13, 13:22, 13:25
	<b>ascertainable</b> [6] - 3:9, 7:12, 10:9, 10:11, 11:15,		<b>comparing</b> [1] - 10:14

<b>comparison</b> [3] - 10:20, 10:21, 11:2 <b>complaint</b> [5] - 4:23, 11:7, 11:24, 12:8, 16:2 <b>concluded</b> [1] - 18:20 <b>conclusion</b> [1] - 12:11 <b>conclusory</b> [1] - 11:18 <b>conduct</b> [2] - 9:3, 10:7 <b>connection</b> [2] - 7:2, 14:25 <b>consider</b> [1] - 6:16 <b>consumer</b> [1] - 14:19 <b>CONSUMER</b> [1] - 1:7 <b>control</b> [1] - 15:23 <b>copyright</b> [1] - 6:23 <b>corollary</b> [1] - 9:19 <b>correct</b> [3] - 5:1, 5:6, 6:1 <b>counsel</b> [3] - 18:15, 19:14, 19:16 <b>course</b> [1] - 6:15 <b>COURT</b> [21] - 1:1, 2:17, 4:3, 4:15, 4:19, 5:2, 5:7, 5:13, 6:2, 6:12, 7:4, 7:7, 8:2, 9:4, 9:22, 10:19, 13:2, 13:5, 14:14, 15:3, 17:4 <b>Court</b> [7] - 3:8, 3:11, 3:14, 12:12, 18:12, 19:7 <b>court</b> [1] - 4:1 <b>Court's</b> [1] - 12:9 <b>COURTHOUSE</b> [1] - 1:11 <b>critical</b> [1] - 17:24 <b>curiosity</b> [1] - 5:8 <b>current</b> [1] - 15:7	<b>determination</b> [3] - 8:11, 9:6, 9:23 <b>Dewey</b> [1] - 15:20 <b>different</b> [3] - 7:4, 8:16, 13:14 <b>disagree</b> [2] - 9:11, 13:5 <b>discovery</b> [2] - 13:20, 15:24 <b>Discussion</b> [1] - 3:5 <b>discussion</b> [1] - 5:14 <b>dismissed</b> [1] - 18:10 <b>dispute</b> [1] - 6:21 <b>disputing</b> [2] - 7:5, 7:6 <b>DISTRICT</b> [2] - 1:1, 1:1 <b>dividing</b> [1] - 8:4 <b>document</b> [1] - 17:19 <b>done</b> [4] - 11:18, 15:6, 15:8, 17:25 <b>drive</b> [1] - 12:22 <b>during</b> [1] - 14:21	14:2 <b>failed</b> [1] - 17:15 <b>fails</b> [1] - 9:9 <b>falls</b> [1] - 9:10 <b>fashion</b> [1] - 18:9 <b>feature</b> [1] - 12:15 <b>features</b> [1] - 12:19 <b>few</b> [1] - 18:15 <b>financially</b> [1] - 19:17 <b>FINKELMAN</b> [3] - 1:16, 1:17, 4:9 <b>Finkelman</b> [3] - 4:7, 4:9, 4:10 <b>first</b> [5] - 4:22, 6:18, 10:4, 11:23, 13:6 <b>FISHER</b> [1] - 1:11 <b>FLW</b> [1] - 1:2 <b>focus</b> [3] - 8:13, 10:3, 10:19 <b>focused</b> [1] - 7:2 <b>focusing</b> [2] - 8:2, 10:9 <b>follow</b> [1] - 8:3 <b>FOLLOWING</b> [1] - 2:10 <b>FOR</b> [1] - 1:1 <b>foregoing</b> [1] - 19:9 <b>form</b> [1] - 5:23 <b>forth</b> [3] - 10:6, 14:20, 19:12 <b>forward</b> [1] - 18:14 <b>four</b> [2] - 4:23, 16:20 <b>four-month</b> [1] - 16:20 <b>frankly</b> [1] - 18:4 <b>fraud</b> [1] - 12:5 <b>FREDA</b> [1] - 1:13 <b>front</b> [1] - 12:16 <b>fundamental</b> [1] - 9:15 <b>fundamentally</b> [1] - 7:19	<b>helping</b> [1] - 9:14 <b>hereby</b> [1] - 19:8 <b>hereinbefore</b> [1] - 19:11 <b>high</b> [1] - 13:16 <b>high-end</b> [1] - 13:16 <b>Honor</b> [13] - 4:6, 5:1, 5:6, 5:12, 6:1, 6:9, 7:18, 11:17, 11:21, 12:17, 14:13, 14:15, 14:16 <b>HONORABLE</b> [1] - 1:13
<b>D</b>	<b>E</b>	<b>G</b>	<b>I</b>
<b>date</b> [1] - 19:11 <b>Date</b> [1] - 19:22 <b>David</b> [1] - 4:11 <b>DAVID</b> [1] - 1:19 <b>dealing</b> [1] - 14:22 <b>deals</b> [1] - 12:18 <b>deceptive</b> [1] - 18:13 <b>deciding</b> [1] - 17:25 <b>decision</b> [1] - 9:18 <b>decisions</b> [1] - 14:17 <b>Defendant</b> [1] - 1:8 <b>defendant</b> [3] - 4:12, 4:14, 15:24 <b>Defendants</b> [1] - 1:20 <b>define</b> [1] - 11:25 <b>describe</b> [1] - 16:1	<b>EAST</b> [1] - 1:11 <b>efficacy</b> [1] - 9:13 <b>elements</b> [1] - 7:9 <b>emphasize</b> [1] - 7:14 <b>employee</b> [2] - 19:14, 19:16 <b>end</b> [2] - 13:16, 13:19 <b>England</b> [1] - 6:6 <b>English</b> [2] - 4:12, 4:13 <b>ENGLISH</b> [1] - 1:19 <b>ENTITLED</b> [1] - 2:12 <b>error</b> [1] - 5:3 <b>ESQUIRE</b> [4] - 1:16, 1:17, 1:19, 1:20 <b>ESQUIRES</b> [2] - 1:16, 1:19 <b>essences</b> [1] - 12:3 <b>essentially</b> [1] - 6:4 <b>et</b> [1] - 13:17 <b>etc</b> [1] - 1:4 <b>exact</b> [1] - 15:17 <b>except</b> [1] - 16:4 <b>Exhibit</b> [1] - 12:2 <b>Exhibits</b> [1] - 12:2 <b>explanation</b> [1] - 13:8 <b>exposed</b> [1] - 9:17	<b>gears</b> [1] - 6:13 <b>given</b> [1] - 14:9 <b>Great</b> [1] - 6:6	<b>improved</b> [12] - 3:6, 6:11, 6:14, 6:20, 6:24, 7:15, 8:8, 8:14, 8:19, 8:22, 8:23, 9:1 <b>IN</b> [1] - 2:11 <b>INC</b> [1] - 1:7 <b>including</b> [1] - 17:7 <b>incorrect</b> [1] - 8:20 <b>indicate</b> [1] - 12:3 <b>infant</b> [1] - 9:14 <b>information</b> [2] - 13:12, 15:21 <b>ingredients</b> [1] - 12:6 <b>instead</b> [1] - 16:3 <b>integral</b> [1] - 6:17 <b>interested</b> [1] - 19:17 <b>internet</b> [3] - 5:23, 15:9, 15:10 <b>IS</b> [1] - 2:10 <b>issue</b> [1] - 15:1
	<b>F</b>	<b>H</b>	<b>J</b>
	<b>face</b> [2] - 13:14, 13:23 <b>fact</b> [3] - 6:22, 10:19,	<b>hear</b> [3] - 11:20, 17:10, 17:12 <b>heard</b> [2] - 14:12, 15:22 <b>heart</b> [1] - 17:1 <b>held</b> [1] - 15:20 <b>help</b> [8] - 7:22, 8:25, 14:2, 15:2, 16:9, 16:20, 17:2, 17:6	<b>J&amp;J</b> [2] - 13:9, 13:24 <b>JAMES</b> [1] - 1:16 <b>James</b> [1] - 4:7 <b>January</b> [4] - 6:10, 14:22, 16:21 <b>Jersey</b> [1] - 19:8 <b>JERSEY</b> [2] - 1:1, 1:25 <b>Johnson</b> [4] - 10:15, 12:12 <b>JOHNSON</b> [2] - 1:7 <b>judgment</b> [1] - 13:2 <b>JUNE</b> [1] - 1:6
			<b>K</b>
			<b>knowing</b> [1] - 17:14 <b>knowledge</b> [2] - 15:23, 17:21 <b>knows</b> [1] - 11:8

<p><b>Kott</b> [7] - 3:10, 4:11, 10:4, 10:19, 13:5, 18:3, 18:11</p> <p><b>KOTT</b> [6] - 1:19, 4:11, 4:17, 11:17, 13:4</p>	<p><b>MILLER</b> [1] - 1:16</p> <p><b>Miller</b> [2] - 4:7, 4:10</p> <p><b>minutes</b> [1] - 18:15</p> <p><b>misnamed</b> [1] - 5:2</p> <p><b>moisturizers</b> [1] - 13:16</p> <p><b>moment</b> [4] - 8:5, 10:10, 10:25, 13:23</p> <p><b>moniker</b> [3] - 3:6, 6:11, 6:14</p> <p><b>month</b> [1] - 16:20</p> <p><b>morning</b> [1] - 4:6</p> <p><b>MOTION</b> [1] - 1:5</p> <p><b>motion</b> [4] - 5:18, 18:6, 18:7, 18:11</p> <p><b>Motor</b> [1] - 12:22</p> <p><b>moving</b> [1] - 4:17</p> <p><b>MR</b> [20] - 4:6, 4:11, 4:17, 4:18, 5:1, 5:6, 5:11, 5:25, 6:8, 7:1, 7:6, 7:17, 8:21, 9:11, 10:18, 11:17, 13:4, 14:12, 14:15, 16:14</p> <p><b>MS</b> [2] - 4:9, 4:13</p> <p><b>MY</b> [1] - 2:11</p>	<p><b>one</b> [5] - 5:3, 10:20, 11:1, 11:24, 15:14</p> <p><b>open</b> [1] - 4:1</p> <p><b>opinion</b> [1] - 10:4</p> <p><b>opposed</b> [1] - 10:14</p> <p><b>opposition</b> [2] - 6:19, 6:21</p> <p><b>order</b> [1] - 18:18</p> <p><b>own</b> [2] - 9:9, 17:21</p>	<p><b>precise</b> [1] - 14:20</p> <p><b>predicate</b> [1] - 9:2</p> <p><b>predicated</b> [2] - 8:22, 8:23</p> <p><b>premium</b> [5] - 10:13, 11:8, 11:14, 13:25, 14:3</p> <p><b>prevent</b> [1] - 18:3</p> <p><b>price</b> [6] - 10:13, 10:22, 11:8, 11:14, 14:1, 14:3</p> <p><b>prices</b> [4] - 10:21, 11:8, 13:1</p> <p><b>pricing</b> [1] - 11:6</p> <p><b>print</b> [4] - 5:23, 14:8, 15:14, 16:5</p> <p><b>printouts</b> [1] - 6:4</p> <p><b>problem</b> [5] - 11:13, 15:4, 15:19, 16:6, 17:18</p> <p><b>proceedings</b> [2] - 18:20, 19:10</p> <p><b>Proceedings</b> [1] - 3:3</p> <p><b>produced</b> [1] - 15:8</p> <p><b>product</b> [21] - 5:4, 7:21, 9:6, 9:12, 9:21, 10:13, 11:4, 11:9, 11:19, 11:22, 12:1, 12:3, 12:5, 12:19, 13:9, 13:10, 13:11, 13:13, 13:22, 16:10, 17:5</p> <p><b>Products</b> [2] - 10:14, 16:19</p> <p><b>products</b> [14] - 4:23, 4:25, 5:10, 7:20, 8:11, 10:16, 11:10, 12:11, 12:13, 13:21, 15:1, 17:2, 17:14</p> <p><b>prominent</b> [2] - 12:15, 12:17</p> <p><b>prong</b> [4] - 7:13, 7:18, 9:4, 9:16</p> <p><b>proven</b> [9] - 7:22, 8:25, 15:2, 16:9, 16:20, 17:2, 17:6, 17:11, 17:13</p> <p><b>provided</b> [1] - 11:2</p> <p><b>purchase</b> [6] - 6:10, 7:3, 7:19, 17:25, 18:9</p> <p><b>purchased</b> [5] - 8:1, 9:12, 9:21, 9:23, 16:21</p> <p><b>purchases</b> [1] - 5:21</p> <p><b>purchasing</b> [1] - 9:18</p> <p><b>PURSUANT</b> [1] - 2:9</p> <p><b>pursuing</b> [4] - 4:24, 5:10, 5:20, 5:22</p> <p><b>put</b> [1] - 10:2</p>
<p><b>L</b></p>	<p><b>N</b></p>	<p><b>P</b></p>	
<p><b>label</b> [10] - 5:20, 6:20, 6:22, 7:24, 8:24, 9:8, 10:9, 12:16, 18:1, 18:5</p> <p><b>labeling</b> [1] - 14:6</p> <p><b>labels</b> [8] - 6:16, 7:5, 7:11, 8:7, 8:17, 12:1, 12:2, 16:21</p> <p><b>language</b> [3] - 7:15, 10:6, 15:18</p> <p><b>law</b> [1] - 18:12</p> <p><b>least</b> [3] - 7:10, 11:7, 14:6</p> <p><b>led</b> [1] - 7:3</p> <p><b>Lexus</b> [2] - 12:23, 12:24</p> <p><b>LIEBERSON</b> [1] - 1:4</p> <p><b>Lieberson</b> [6] - 4:8, 4:25, 5:21, 6:3, 7:25, 10:12</p> <p><b>Lieberson's</b> [1] - 8:21</p> <p><b>LLP</b> [1] - 4:12</p> <p><b>look</b> [4] - 6:22, 8:7, 12:15</p> <p><b>looking</b> [1] - 11:23</p> <p><b>loss</b> [6] - 3:9, 7:12, 10:9, 10:11, 11:16, 14:4</p> <p><b>lotion</b> [4] - 5:4, 7:21, 13:9, 13:24</p> <p><b>lotions</b> [2] - 10:15, 13:18</p>	<p><b>narrative</b> [1] - 9:1</p> <p><b>NATALIE</b> [1] - 1:17</p> <p><b>natalie</b> [1] - 4:9</p> <p><b>natural</b> [2] - 12:3, 13:6</p> <p><b>need</b> [2] - 13:11, 15:24</p> <p><b>never</b> [1] - 16:8</p> <p><b>new</b> [12] - 6:11, 6:14, 6:19, 6:24, 7:14, 8:8, 8:14, 8:19, 8:22, 8:23, 9:1</p> <p><b>New</b> [2] - 3:6, 19:8</p> <p><b>NEW</b> [2] - 1:1, 1:25</p> <p><b>next</b> [2] - 4:20, 10:8</p> <p><b>NJ</b> [1] - 1:11</p> <p><b>NO</b> [1] - 1:2</p> <p><b>NOTES</b> [1] - 2:11</p> <p><b>nothing</b> [4] - 7:16, 9:24, 13:7, 14:9</p> <p><b>notion</b> [1] - 15:23</p> <p><b>numerous</b> [1] - 14:16</p>	<p><b>Page</b> [1] - 3:3</p> <p><b>paid</b> [5] - 10:13, 10:22, 11:14, 12:25, 14:3</p> <p><b>papers</b> [2] - 6:19, 6:21</p> <p><b>paragraph</b> [2] - 11:25, 16:18</p> <p><b>Parenting</b> [1] - 14:20</p> <p><b>Parents</b> [1] - 14:20</p> <p><b>part</b> [4] - 9:1, 12:7, 12:17, 12:18</p> <p><b>parties</b> [1] - 19:15</p> <p><b>party</b> [1] - 4:17</p> <p><b>patent</b> [2] - 12:4, 12:14</p> <p><b>PAXSON</b> [1] - 1:25</p> <p><b>pay</b> [1] - 11:7</p> <p><b>pending</b> [2] - 12:4, 12:14</p> <p><b>people</b> [1] - 5:15</p> <p><b>perhaps</b> [1] - 17:19</p> <p><b>period</b> [1] - 5:22</p> <p><b>perspective</b> [2] - 6:9, 14:18</p> <p><b>pertained</b> [1] - 16:25</p> <p><b>place</b> [1] - 19:11</p> <p><b>plaintiff</b> [4] - 4:8, 4:10, 4:18, 13:8</p> <p><b>plaintiff's</b> [2] - 6:8, 15:23</p> <p><b>Plaintiffs</b> [2] - 1:5, 1:17</p> <p><b>plead</b> [2] - 13:24, 18:8</p> <p><b>pleading</b> [6] - 4:20, 7:10, 14:19, 15:4, 16:16, 18:4</p> <p><b>pleadings</b> [2] - 6:16, 6:17</p> <p><b>pled</b> [6] - 10:1, 10:12, 11:18, 11:23, 12:10, 14:10</p> <p><b>point</b> [4] - 4:22, 5:3, 5:15, 17:14</p> <p><b>pointed</b> [2] - 8:18, 9:25</p> <p><b>pointing</b> [1] - 7:13</p> <p><b>points</b> [1] - 6:4</p> <p><b>position</b> [2] - 6:2, 13:8</p>	
<p><b>M</b></p>	<p><b>O</b></p>		
<p><b>Magazine</b> [1] - 14:21</p> <p><b>magazines</b> [6] - 14:10, 14:11, 14:20, 15:8, 15:14, 16:24</p> <p><b>manner</b> [2] - 10:11, 11:12</p> <p><b>matter</b> [4] - 7:10, 9:16, 18:7, 18:12</p> <p><b>MATTER</b> [1] - 2:12</p> <p><b>mcCARTER</b> [1] - 1:19</p> <p><b>McCarter</b> [2] - 4:11, 4:13</p> <p><b>means</b> [4] - 6:23, 12:20, 13:7</p> <p><b>meet</b> [1] - 7:8</p> <p><b>mentioned</b> [1] - 15:21</p> <p><b>MERIN</b> [2] - 1:20, 4:13</p> <p><b>Merin</b> [1] - 4:13</p>	<p><b>OF</b> [3] - 1:1, 1:4, 2:11</p> <p><b>Official</b> [1] - 19:6</p> <p><b>OFFICIAL</b> [2] - 1:24, 2:17</p> <p><b>old</b> [1] - 16:20</p>		

<b>putative</b> [1] - 5:9 <b>putting</b> [1] - 8:5	<b>RUSSONIELLO</b> [2] - 1:24, 2:16 <b>Russoniello</b> [2] - 19:6, 19:21	<b>State</b> [1] - 19:8 <b>statement</b> [4] - 17:10, 17:11, 17:12, 17:15 <b>STATES</b> [2] - 1:1, 1:11 <b>States</b> [1] - 19:6 <b>stating</b> [1] - 15:1 <b>stays</b> [2] - 18:1, 18:14 <b>STENOGRAPHIC</b> [1] - 2:11 <b>stenographically</b> [1] - 19:10 <b>step</b> [2] - 17:8, 17:12 <b>still</b> [7] - 5:20, 6:2, 7:14, 9:12, 15:4, 17:15, 18:4 <b>stop</b> [2] - 6:12, 7:7 <b>story</b> [1] - 9:2 <b>STREET</b> [1] - 1:11 <b>subject</b> [3] - 11:24, 12:5, 13:20 <b>sufficient</b> [2] - 11:15, 17:23 <b>suggest</b> [4] - 8:14, 12:9, 16:12, 16:16 <b>suggested</b> [1] - 15:17 <b>suggesting</b> [3] - 9:5, 15:3, 15:16 <b>suggests</b> [1] - 10:12 <b>summary</b> [1] - 13:2 <b>supplies</b> [1] - 13:16	<b>transaction</b> [1] - 14:23 <b>transcript</b> [1] - 19:9 <b>TRANSCRIPT</b> [2] - 1:4, 2:10 <b>TRANSCRIPTION</b> [1] - 2:11 <b>TRENTON</b> [2] - 1:11, 1:25 <b>true</b> [1] - 19:9 <b>trying</b> [1] - 7:14 <b>turn</b> [1] - 14:8 <b>TV</b> [4] - 5:24, 15:11, 16:8, 17:5 <b>two</b> [3] - 4:25, 5:7, 7:20 <b>typographical</b> [1] - 5:3
<b>Q</b>	<b>S</b>	<b>T</b>	<b>U</b>
<b>questions</b> [1] - 4:21	<b>SARA</b> [1] - 1:20 <b>Sarah</b> [1] - 4:13 <b>saw</b> [13] - 6:7, 7:25, 14:25, 15:13, 15:22, 15:25, 16:3, 16:7, 16:24, 17:5, 17:22, 17:24 <b>seat</b> [2] - 4:15, 10:17 <b>seated</b> [1] - 4:5 <b>second</b> [2] - 8:6, 10:17 <b>SECTION</b> [1] - 2:9 <b>seeing</b> [1] - 9:16 <b>seem</b> [2] - 8:14, 10:5 <b>sense</b> [2] - 9:22, 11:5 <b>set</b> [2] - 10:6, 19:11 <b>sets</b> [1] - 14:19 <b>setting</b> [1] - 16:14 <b>Shah</b> [11] - 3:7, 3:13, 4:7, 4:8, 4:10, 4:23, 5:8, 8:3, 10:17, 11:13, 15:4 <b>SHAH</b> [18] - 1:16, 1:16, 4:6, 4:18, 5:1, 5:6, 5:11, 5:25, 6:8, 7:1, 7:6, 7:17, 8:21, 9:11, 10:18, 14:12, 14:15, 16:14 <b>Shepherd</b> [2] - 4:7, 4:9 <b>SHEPHERD</b> [1] - 1:16 <b>ShopRite</b> [1] - 11:3 <b>shot</b> [1] - 8:9 <b>shown</b> [1] - 14:7 <b>side</b> [1] - 4:16 <b>similar</b> [4] - 6:7, 12:25, 15:13, 16:5 <b>simply</b> [1] - 16:16 <b>sleep</b> [9] - 7:22, 8:25, 9:14, 12:7, 15:2, 16:9, 16:20, 17:2, 17:6 <b>smell</b> [1] - 12:18 <b>smells</b> [1] - 12:19 <b>special</b> [2] - 12:6, 12:14 <b>specific</b> [1] - 16:23 <b>specifically</b> [1] - 7:25 <b>specificity</b> [1] - 14:16 <b>specifies</b> [1] - 14:24 <b>standard</b> [1] - 14:17 <b>stands</b> [1] - 15:5 <b>STATE</b> [1] - 1:11	<b>television</b> [2] - 5:25, 16:12 <b>term</b> [1] - 8:22 <b>terms</b> [1] - 11:18 <b>THE</b> [25] - 1:1, 1:13, 2:9, 2:11, 4:2, 4:3, 4:15, 4:19, 5:2, 5:7, 5:13, 6:2, 6:12, 7:4, 7:7, 8:2, 9:4, 9:22, 10:19, 13:2, 13:5, 14:14, 15:3, 17:4, 18:19 <b>thinking</b> [1] - 8:15 <b>three</b> [2] - 17:8, 17:12 <b>three-step</b> [2] - 17:8, 17:12 <b>TITLE</b> [1] - 2:9 <b>TO</b> [2] - 2:9, 2:10 <b>today</b> [6] - 5:19, 6:5, 7:14, 10:21, 15:8, 15:10 <b>Toyota</b> [2] - 12:22 <b>trademark</b> [2] - 12:4, 12:15	<b>useless</b> [1] - 11:4
<b>R</b>			<b>V</b>
<b>rather</b> [1] - 10:21 <b>re</b> [1] - 3:5 <b>read</b> [2] - 14:21, 15:22 <b>readily</b> [1] - 7:18 <b>really</b> [4] - 5:4, 5:16, 10:24, 11:5 <b>reason</b> [1] - 12:25 <b>recollection</b> [2] - 16:2, 17:21 <b>references</b> [1] - 4:23 <b>referring</b> [1] - 11:25 <b>regard</b> [8] - 6:3, 6:5, 10:2, 14:5, 14:9, 15:5, 15:9, 15:14 <b>regular</b> [2] - 10:15, 11:10 <b>reiterated</b> [1] - 14:17 <b>related</b> [1] - 9:14 <b>relative</b> [2] - 19:13, 19:16 <b>reliance</b> [1] - 16:18 <b>relied</b> [1] - 17:24 <b>rely</b> [1] - 8:16 <b>relying</b> [1] - 16:16 <b>replied</b> [1] - 17:15 <b>REPORTER</b> [2] - 1:24, 2:17 <b>Reporter</b> [2] - 19:7 <b>representation</b> [5] - 7:20, 7:23, 8:24, 9:20, 16:25 <b>representations</b> [5] - 9:17, 9:19, 14:24, 15:1 <b>representative</b> [2] - 5:17, 16:15 <b>respect</b> [4] - 6:9, 9:15, 14:15, 14:19 <b>respectfully</b> [1] - 9:11 <b>response</b> [1] - 12:9 <b>revisit</b> [1] - 10:5 <b>revisiting</b> [1] - 10:5 <b>rise</b> [2] - 4:2, 18:19 <b>routine</b> [2] - 17:8, 17:12 <b>rule</b> [1] - 18:12 <b>ruled</b> [2] - 7:9, 10:4 <b>Ruling</b> [3] - 3:8, 3:11, 3:14		<b>U.S</b> [1] - 2:17 <b>U.S.COURT</b> [1] - 1:24 <b>ultimately</b> [1] - 13:11 <b>under</b> [1] - 8:21 <b>underlying</b> [1] - 8:18 <b>UNITED</b> [2] - 1:1, 1:11 <b>United</b> [1] - 19:6 <b>unlawful</b> [5] - 7:11, 9:3, 9:7, 10:7, 18:13 <b>up</b> [1] - 8:4 <b>USC</b> [1] - 2:9 <b>USDJ</b> [1] - 1:13 <b>useless</b> [1] - 11:4	<b>wash</b> [1] - 13:25 <b>washes</b> [1] - 13:18 <b>weight</b> [1] - 9:9 <b>whereas</b> [1] - 8:17 <b>WOLFSON</b> [1] - 1:13 <b>women</b> [1] - 13:17 <b>wording</b> [2] - 6:23, 8:23 <b>words</b> [6] - 6:19, 8:13, 8:19, 16:3, 16:8 <b>written</b> [2] - 14:16, 16:3
			<b>W</b>
			<b>Y</b>
			<b>year</b> [1] - 15:10

**YouTube** [3] - 6:5, 15:11,  
16:12